

IN THE MARION SUPERIOR COURT  
CAUSE NO. 49D06-0508-PL-030705

V.

FILED

MAY 09 2006

*Doris Ann Sailer*  
CLERK OF THE  
MARION CIRCUIT COURT

189

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendants of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendants violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

## **JURISDICTION AND SCOPE OF JUDGMENT**

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's First Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. At all times relevant to this Complaint, the Defendant, Alfred P. O'Neill, was an individual providing or purporting to provide career services to consumers from his principal place of business located in Marion County at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

4. At all times relevant to this Complaint, the Defendant, GCM Group of Indianapolis, Inc., was a foreign corporation providing or purporting to provide career services to consumers from its principal place of business located in Marion County at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

## **RELIEF ORDERED**

5. The Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., and the principal and owner of GCM Group of Indianapolis, Inc., shall hereby cease doing business as suppliers of career services within the State of Indiana and shall not resume business as an individual, owner, principal, or investor in a subsequent business or corporation operating as a supplier of career services within the State of Indiana. For purposes of this Judgment, the term "supplier" shall have the meaning found in Ind. Code § 24-5-0.5-2(a)(3) and shall mean a seller, lessor, assignor, or other person who regularly engages in or solicits consumer transactions. Furthermore, for purposes of this Judgment, the term "career services" shall be construed

broadly to include all aspects of job-related advising, including but not limited to providing career counseling or advice, job posting services, job seeking services, mock interviewing, resume preparation, resume posting services, resume review, or any other services purporting to assist consumers with their careers.

6. The Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., and the principal and owner of GCM Group of Indianapolis, Inc., their employees, agents, representatives, successors, and assigns, are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know it does not have;
- b. representing expressly or by implication the Defendants have sponsorship, approval, or affiliation in a consumer transaction the Defendants do not have, and which the Defendants know or should reasonably know the Defendants do not have;
- c. representing expressly or by implication the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendants know or should reasonably know the representation is false; and

- d. representing expressly or by implication the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know the Defendants cannot.

7. The contracts previously entered into by the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., with consumers Tony Szymanski, C. David Wagner, Jerry Baumgartner, Melvin Bolden, Robert L. Tarter, Charles Max Lipperd, Angel M. Hernandez, Daniel W. Clark, Larry McKee, Douglas Whitham, and Catherine Crosby are hereby cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

8. Upon execution of this Judgment, the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Forty-Three Thousand Dollars (\$43,000.00), payable to the Office of the Attorney General for pro rata distribution to the following aggrieved consumers:

	<b><u>CONSUMER</u></b>	<b><u>AMOUNT PAID</u></b>
a.	Tony Szymanski of South Bend, IN	\$ 2,950.00;
b.	C. David Wagner of Rensselaer, IN	\$ 5,800.00;
c.	Jerry Baumgartner of Jasper, IN	\$ 5,859.00;
d.	Melvin Bolden of Greenwood, IN	\$ 4,900.00;
e.	Robert L. Tarter of Nashville, IN	\$ 6,363.00;
f.	Charles Max Lipperd of Indianapolis, IN	\$ 4,900.00;
g.	Angel M. Hernandez of Greenwood, IN	\$ 3,900.00;
h.	Daniel W. Clark of Fillmore, IN	\$ 5,400.00;
i.	Larry McKee of Indianapolis, IN	\$ 6,500.00; and

j. Catherine Crosby of Cloverdale, IN \$ 3,900.00.

9. A total monetary judgment in the amount of Forty-Three Thousand Dollars (\$43,000.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., only.

**RELEASE**

10. In consideration of the payment to be made by the Defendants, GCM Group of Indianapolis, Inc. and Alfred P. O'Neill, the Plaintiff, State of Indiana, hereby releases the Defendants, GCM Group of Indianapolis, Inc. and Alfred P. O'Neill, and the principal and owner of GCM Group of Indianapolis, Inc., from any and all legal, equitable, or other claims, counterclaims, actions, causes of action, or damages, pursuant to the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*, that existed at any time prior to this Consent Judgment and that arise in any way as a result of the matters involving the State of Indiana's First Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties. This provision shall be strictly construed to apply solely to the Defendants, GCM Group of Indianapolis, Inc. and Alfred P. O'Neill, as well as the principal and owner of GCM Group of Indianapolis, Inc., and shall not be construed as a release of any other person, including the remaining Defendants in this action, Theresa M. Benton and David W. Caswell.

**CONTINUING JURISDICTION**

11. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendants based on a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and enforcement of this agreement. The Defendants waive any objection regarding a Court's jurisdiction to punish for

contempt and agree to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

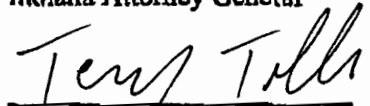
IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

3 day of May, 2006.

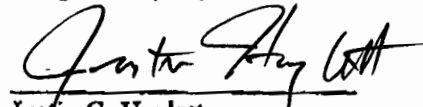
## STATE OF INDIANA

STEVE CARTER  
Indiana Attorney General

By:



Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of the Attorney General  
302 W. Washington, 5th Floor  
Indianapolis, IN 46204  
Telephone: (317) 233-3300

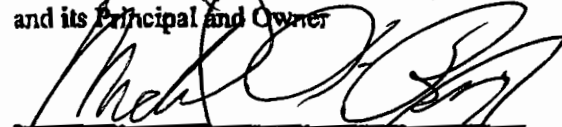


Justin G. Hazlett  
Deputy Attorney General  
Attorney No. 22046-49

## DEFENDANTS/SIGNATORIES

GCM GROUP OF INDIANAPOLIS, INC.,  
and its Principal and Owner

By:



MICHAEL P. BISHOP, Counsel for  
GCM GROUP OF INDIANAPOLIS, INC.  
and on behalf of its Principal and Owner

  
ALFRED P. O'NEILL

Approved:

  
MICHAEL P. BISHOP  
DEFENDANTS' COUNSEL

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this            day of MAY 09 2006, 2006.

  
Judge, Marion Superior Court

Distribution:

Terry Tolliver  
Office of the Attorney General  
Indiana Government Center South, 5<sup>th</sup> Floor  
302 W. Washington St.  
Indianapolis, IN 46204

Michael P. Bishop  
DREWRY SIMMONS VORNEHM, LLP  
8888 Keystone Crossing, Suite 1200  
Indianapolis, IN 46240

Patrick M. O'Brien  
251 East Ohio Street, Suite 500  
Indianapolis, IN 46204

Bruce A. Walker  
6500 Westfield Boulevard  
Indianapolis, IN 46220-1110